

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

ROSY GIRON DE REYES, <i>et al.</i>,)	
Plaintiffs,)	
)	
v.)	Case No. 1:16-cv-563
)	
WAPLES MOBILE HOME PARK)	
LIMITED PARTNERSHIP, <i>et al.</i>,)	
Defendants.)	

ORDER

The matter came before the Court on the parties' cross motions for summary judgment (Docs. 97 & 137).

For the reasons stated from the Bench, and for good cause,

It is hereby **ORDERED** that the cross motions for summary judgment are **DENIED IN PART** and **TAKEN UNDER ADVISEMENT IN PART**.

It is further **ORDERED** that the cross motions for summary judgment are **DENIED AS MOOT** insofar as the parties seek summary judgment on plaintiffs' disparate impact claims under the Fair Housing Act ("FHA"), 42 U.S.C. § 3601 *et seq.*, and the Virginia Fair Housing Law ("VFHL"), Va. Code § 36-96.3 *et seq.* Plaintiff's disparate impact claims have already been resolved. *See Reyes v. Waples Mobile Home Park LP*, --- F. Supp. 3d ---, 2016 WL 4582049 (E.D. Va. Sept. 1, 2016).

It is further **ORDERED** that defendants' motion for summary judgment is **DENIED AS MOOT** insofar as defendants contend that the female plaintiffs fall outside any protected class identified in the FHA, VFHL, and 42 U.S.C. § 1981. This argument, too, has already been resolved. *See id.*

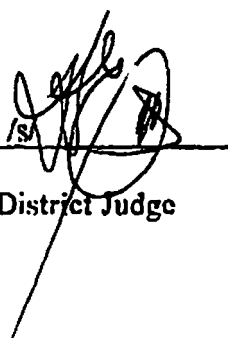
It is further **ORDERED** that defendants' motion for summary judgment is **DENIED AS MOOT** insofar as defendants contend that Count III (violation of Va. Code § 55-248.41 *et seq.*) and Count V (breach of contract) must be dismissed as against the female plaintiffs.¹

It is further **ORDERED** that the cross motions for summary judgment are **TAKEN UNDER ADVISEMENT** in all other respects.

If necessary, a further order will issue to schedule a trial date and set deadlines for any appropriate pre-trial pleadings.

The Clerk is directed to send a copy of this Order to all counsel of record.

Alexandria, Virginia
February 21, 2017



T. S. Ellis, III
United States District Judge

¹ Defendants argue that “[s]ince the female Plaintiffs did not sign any leases” relevant to this matter, the female plaintiffs “have no basis to assert a claim under counts III and V and [thus] these counts should be dismissed as to them for that reason.” D. Reply at 29 n.11. Here, defendants are jousting with windmills: the complaint makes clear that only the male plaintiffs purport to raise claims under Va. Code § 55-248.41 or for breach of contract. See Compl. at 25, 28.